

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400445

PRINT DATE: 08/08/16

PAGE: 01

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| SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS | |
| VENDOR ID: PROSPECTUS ENTERPRISES INC 12203 MT PLEASANT DRIVE LAUREL, MD 20708 (202)429-0784 | REFER QUESTIONS TO: IRIS LESTER BELL (410)767-4612 IRIS.LESTER@MARYLAND.GOV |
| ITB: | EXPR DATE: 04/30/17 POST DATE: 03/31/16 |
| DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: 112,700.00 | |

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

AGENCY CONTRACT FOR

FRONT LOAD COMMERCIAL WASHER EXTRACTORS AND DRYER

AVAILABLE TO: DESIGNATED AGENCY ONLY
DEPARTMENT OF PUBLIC SAFETY
AND CORRECTIONAL SERVICES

VENDOR CONTACT INFORMATION

PROSPECTUS ENTERPRISES INC
12203 MT PLEASANT DRIVE
LAUREL, MD 20708
CONTACT PERSON: QUINTIN JONES 202.429.0784
EMAIL: ORDER@CONTRIBUCHECK.COM

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TERMS (cont'd):

AGENCY CONTRACT MONITOR
BECKY JEDNORSKI 410-339-5013

CONTRACT TERM: THIS CONTRACT IS FOR ONE (1) YEAR FROM
MAY 4, 2015 THROUGH MAY 3, 2016.

THE TERMS AND CONDITIONS REMAIN THE SAME AS STATED IN
SOLICITATION MDDGS31018228/001IT819757.

ALL INVOICES FOR SERVICES SHALL BE SIGNED BY THE CONTRACTOR AND
SUBMITTED TO THE CONTRACT MONITOR. ALL INVOICES SHALL INCLUDE
THE FOLLOWING INFORMATION:

CONTRACTOR NAME;

REMITTANCE ADDRESS;

FEDERAL TAXPAYER IDENTIFICATION NUMBER (OR IF SOLE PROPRIETORSHIP
THE INDIVIDUAL'S SOCIAL SECURITY NUMBER);

INVOICE PERIOD;

INVOICE DATE;

INVOICE NUMBER;

STATE ASSIGNED CONTRACT NUMBER;

STATE ASSIGNED (BLANKET) PURCHASE ORDER NUMBER(S);

GOODS OR SERVICES PROVIDED; AND

AMOUNT DUE.

INVOICES SUBMITTED WITHOUT THE REQUIRED INFORMATION CANNOT BE
PROCESSED FOR PAYMENT UNTIL THE CONTRACTOR PROVIDES THE REQUIRED

THE DEPARTMENT RESERVES THE RIGHT TO REDUCE OR WITHHOLD CONTRACT
PAYMENT IN THE EVENT THE CONTRACTOR DOES NOT PROVIDE THE DEPARTMENT
WITH ALL REQUIRED DELIVERABLES WITHIN THE TIME FRAME SPECIFIED IN THE
CONTRACT OR IN THE EVENT THAT THE CONTRACTOR OTHERWISE MATERIALLY
BREACHES THE TERMS AND CONDITIONS OF THE CONTRACT UNTIL
SUCH TIME AS THE CONTRACTOR BRINGS ITSELF INTO FULL COMPLIANCE WITH
THE CONTRACT. ANY ACTION ON THE PART OF THE DEPARTMENT, OR DISPUTE OF

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TERMS (cont'd):

ACTION BY THE CONTRACTOR, SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF MD.

CODE ANN., STATE FINANCE AND PROCUREMENT ARTICLE §§ 15-215 THROUGH 15-223 AND WITH COMAR 21.10.02.

AND SHALL BE SUBMITTED TO:

ACCOUNTS PAYABLE

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
300 EAST JOPPA ROAD, SUITE 1000, TOWSON, MD 21286

THE CONTRACTOR SHALL SUBMIT INVOICES IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

INVOICES ARE DUE FIFTEEN (15) DAYS AFTER DELIVERY AND ACCEPTANCE OF THE FRONT LOAD COMMERCIAL WASHER EXTRACTORS AND/OR DRYERS. EACH INVOICE SHALL LIST THE FACILITIES SHIPPED TO ADDRESS, DATE OF DELIVERY, AND FACILITIES PERSONNEL ACCEPTING THE DELIVERY.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:
OR
- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

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TERMS (cont'd):

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> | | |
|---------------|----------------------|------------|------------------|--|--|
| 0001 | 50095 | EA | 1,600.0000 | | |

WASHING MACHINES
WASHING MACHINES
INDEFINITE CONTRACT TO FURNISH AND DELIVER HIGH PERFORMANCE FACTORY ASSEMBLED READY TO INSTALL AND CONNECT CONTINENTAL OR EQUIVALENT FRONT LOAD COMMERCIAL WASHER EXTRACTORS FOR DPSCS FACILITIES.

MODEL # MHN30PCAWW

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TERM PERIOD: ONE YEAR WITH ONE YEAR RENEWAL OPTION

| | | | | |
|------|--------------|----|----------|--|
| 0002 | 50015-500000 | EA | 850.0000 | |
|------|--------------|----|----------|--|

DRYING TUMBLER

DRYING TUMBLER

INDEFINITE CONTRACT TO FURNISH AND DELIVER HIGH PERFORMANCE FACTORY ASSEMBLED READY TO INSTALL AND CONNECT CONTINENTAL OR EQUIVALENT FRONT LOAD COMMERCIAL DRYERS FOR DPSCS FACILITIES.

MODEL # MDE18MNAYW

TERM PERIOD: ONE YEAR WITH ONE YEAR RENEWAL OPTION.

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE